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Pleading—Jurisdiction of the Supreme Court.—Kipley v. *People of Illinois*, 18 Sup. Ct. Rep. 550. A mere allegation that a State statute is unconstitutional and void will be taken to refer a contravention of the State constitution, and is not sufficient to give the United States Supreme Court jurisdiction as over a federal question.

MISCELLANEOUS.

Monopolies—Unlawful Restraint of Trade.—John D. Park & Sons Co. v. *Nat'l Wholesale Druggists Ass'n et al.*, 50 N. Y. Supp. 1064. An agreement between manufacturers and wholesale druggists, whereby any customer of one of them who violates the agreement with the one in respect to cut-rate prices, is precluded from purchasing drugs and proprietary medicines from any combination, is unlawful, as creating a combination in restraint of trade. A court of equity will enjoin anything done in the furtherance of such an agreement, but will not enjoin the obtaining or imparting information as to the manner in which the customer conducts his business, or his violation of any agreement with any specific manufacturer or wholesale dealer, nor will it enjoin any one of the combination from making an agreement with the customer fixing the price of sale of the goods purchased.

Attorneys—Suspension—Grounds—Punishment.—State ex rel. State Bar Association v. *Finn*, 52 Pac. Rep. (Ore.) 756. In an action for disbarment it appeared that the accused had filed in a case in the Supreme Court in which he was attorney pretended affidavits of various persons to which they had never sworn. *Held*, although it was proven such was the usual manner of administering oaths in such cases, and although the evidence in the affidavits was true, such conduct was a reckless and wilful disregard of principles inconsistent with professional obligations, for which the attorney was amenable to the court. Disbarment proceedings are not to punish the attorney, but to protect the court in the proper administration of justice.

Commerce—Constitutional Law—Police Power—Pool Selling—State v. *Harbourne*, 40 Atl. Rep. (Conn.) 179. A State statute, prohibiting the business of transmitting money to any race track within or *without* the State, there to be placed or bet on horse races, is not unconstitutional, nor opposed to the power of Congress to regulate commerce between the States. Such statute is rather a police regulation to prevent gambling, and even though it incidentally affects interstate commerce it is valid (*Geer* v. *Connecticut*, 161 U. S. 519).

Trades Unions—Rights of Members—Exclusion from Work.—Davis v. *United Portable Hoisting Engineers et al.*, 51 N. Y. Supp. 180. This case, following *Allen* v. *Flood, held*, that members of trades unions as well as other individuals have a right to say that they will not work with persons who do not belong to their organization, and it makes no difference whether they say this themselves or through their organized societies. It is not illegal for an employer to insist upon employing members of one organization only, nor for the employee of one employer to refuse to work for him unless all his employees are members of one organization.